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Attachment 2

ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed to be effective as of January ____, 2023 (the "Effective Date"), by CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("Assignor"), in favor of CSWR-CALIFORNIA UTILITY OPERATING COMPANY, LLC a California limited liability company ("Assignee").

RECITALS

WHEREAS, on September 1, 2022, Assignor, as Buyer, entered into an "Amended and Restated Agreement for Sale of Utility System" ("Purchase Agreement") with Kathleen M. Baker, successor trustee of the Baker Living Trust dated September 24, 1993 and Cypress Ridge Sewer Co., a California corporation, as Sellers ("Sellers");

WHEREAS, the Purchase Agreement amended and restated in its entirety a prior Agreement for Sale of Utility System dated August 16, 2022;

WHEREAS, Section 20 of the Purchase Agreement provides that Assignor may assign its rights under the Purchase Agreement to an entity affiliated with Assignor and controlled by Assignor without the need for Sellers' consent provided that written notice of such assignment is provided to Sellers;

WHEREAS, Assignee is an entity affiliated with Assignor that Assignor controls;

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title, and interest in and to the Purchase Agreement in accordance with the terms and conditions set forth in this Assignment;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Purchase Agreement.
2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to comply with and will be bound by all of Assignor's duties and obligations under the Purchase Agreement to the extent arising on or after the Effective Date.
3. Further Assurances. Assignor and Assignee agree to execute any additional documentation which may be reasonably necessary to give effect to the purpose and intent of this Assignment.
4. Execution. To facilitate execution, (a) this Assignment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (e.g., .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: 

Josiah M. Cox, President

ASSIGNEE:

CSWR-CALIFORNIA UTILITY OPERATING
COMPANY, LLC, a California limited liability company

By: Central States Water Resources, Inc., a Missouri
corporation, its manager

By: 

Josiah M. Cox, President